

## 6.5 Sample Guaranty

A Sample Guaranty is provided in Appendix F. The Companies are willing to consider alternative forms of a Guaranty, subject to negotiation and final determination of acceptability by the Companies.

## 6.6 Posting Margin and Return of Margin

(i) If at any time during the Term, the Total Exposure Amount exceeds the BGS-LRTP Supplier's Credit Limit, the Companies, on any Business Day, may request that BGS-LRTP Supplier provide Margin in the form of cash or a Letter of Credit, in an amount equal to the Margin Requirement (a "Margin Call"). The Margin Requirement will be rounded up to the nearest \$100,000.

(ii) If the BGS-LRTP Supplier receives written notice for Margin from the Companies by 1:00 p.m. EPT on a Business Day, then the BGS-LRTP Supplier shall post Margin the next following Business Day if posting cash and the second Business Day if posting a Letter of Credit; provided, however, that the Companies may agree in writing to extend the period to provide Margin. If the BGS LRTP Supplier receives notice for Margin from the Companies after 1:00 p.m. EPT on a Business Day, then the BGS-LRTP Supplier must post Margin the second Business Day following the date of notice unless the Companies agree in writing to extend the period to provide Margin. The Companies will not unreasonably deny a request for a one (1) Business Day extension of such period. In the event that the BGS-LRTP Supplier fails to provide Margin when due, then an Event of Default under Article 5 will be deemed to have occurred and the Companies will be entitled to the remedies set forth in Article 5.

(iii) Margin held by the Companies in excess of the required Margin, as determined above, will be returned to the BGS-LRTP Supplier upon receipt of a written request by the BGS-LRTP Supplier. If the BGS-LRTP Supplier posted cash and notice is received by 1:00 p.m. EPT on a Business Day, the Margin will be returned by the next following Business Day. If the BGS-LRTP Supplier posted cash and notice is received by the Companies after 1:00 p.m. EPT on a Business Day, the Margin shall be returned by the second Business Day following the date of notice. If the BGS-LRTP Supplier posted a Letter of Credit, the Margin shall be returned on the next Business Day following the Business Day on which the amendment to the Letter of Credit is received from the issuing bank. In the event that the

Companies fail to return the Margin when due in accordance with this Article 6, then an Event of Default under Article 5 will be deemed to have occurred and the BGS-LRTP Supplier will be entitled to the remedies set forth in Article 5 unless the BGS-LRTP Supplier agrees in writing to extend such period for providing the Margin. The BGS-LRTP Supplier will not unreasonably deny a request for a one (1) Business Day extension of the period for returning the Margin.

#### **6.7 Grant of Security Interest/Remedies**

To secure its obligations under this Agreement and to the extent that the BGS-LRTP Supplier delivered Margin or collateral hereunder, the BGS-LRTP Supplier hereby grants to the Companies a present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, the Companies. The BGS-LRTP Supplier and the Companies agree to take such action as reasonably required to perfect the secured Party's first priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after or during the occurrence of an Event of Default caused by the BGS-LRTP Supplier, the Companies may do any one or more of the following: (i) exercise any of the rights and remedies of the Companies with respect to all collateral, including any such rights and remedies under law then in effect; (ii) exercise their rights of setoff against any and all property of the BGS-LRTP Supplier in the possession of the Companies whether held in connection with this Agreement or any other agreement(s) between a Company and the BGS-LRTP Supplier for the provision of BGS Supply; (iii) draw on any outstanding letter of credit issued for the Companies' benefit; and (iv) liquidate all security held by or for the benefit of a Company free from any claim or right of any nature whatsoever of the BGS-LRTP Supplier, including any equity or right of purchase or redemption by the BGS-LRTP Supplier. The Companies shall apply the proceeds of the collateral realized upon the exercise of such rights or remedies to reduce the BGS-LRTP Supplier's obligation under this Agreement or any other agreement(s) between a Company and the BGS-LRTP Supplier for the provision of BGS Supply (the BGS-LRTP Supplier remaining liable for any amounts owing to the Companies after such application), subject to the Companies' obligation to the return of any surplus proceeds remaining after such obligations are satisfied in full.

All notices, demands or requests regarding credit requirements and credit related security or deposit transfers shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the BGS-LRTP Supplier, as set forth on Appendix A hereto.

If to the Companies, to:

With a copy to:

or to such other person at such other address as a Party shall designate by like notice to the other Party. Notice received after the close of the Business Day shall be deemed received on the next Business Day; provided, however, that notice by facsimile transmission shall be deemed to have been received by the recipient if the recipient confirms receipt telephonically or in writing.

## **6.8 Security Instruments**

### **6.8.a Provision of Security Instrument**

At the BGS-LRTP Supplier's choice, the following are deemed to be acceptable methods for posting security (each, a "Security Instrument"), if required:

- (i) Cash; or
- (ii) An irrevocable, transferable, standby letter of credit acceptable to the Companies issued by a bank or other financial institution with a minimum "A" senior unsecured debt rating (or, if unavailable, corporate issuer rating discounted one notch) from S&P or Moody's (a "Letter of Credit"). (A standard format for the Letter of Credit is provided in Appendix F.) The Letter of Credit shall state that it shall renew automatically for successive one-year or shorter periods until terminated upon at least ninety (90) days prior written notice from the issuing financial institution. If the Companies receive notice from the issuing financial institution that the Letter of Credit is being cancelled, the BGS-LRTP Supplier will be required to provide a substitute Letter of Credit from an alternative bank satisfying the minimum requirements. The receipt of the substitute Letter of Credit must be effective as of the cancellation date and

delivered to the Companies at least thirty (30) days before the cancellation date of the original Letter of Credit. If the BGS-LRTP Supplier fails to supply a substitute Letter of Credit as required herein, then the Companies will have the right to draw on the existing Letter of Credit and to hold the amount as Margin.

If the credit rating of a bank or other financial institution from which the BGS-LRTP Supplier has obtained a Letter of Credit falls below levels specified in this Article 6, the BGS-LRTP Supplier shall have two (2) Business Days following written notice by the Companies to obtain a suitable Letter of Credit from another bank or other financial institution that meets those standards unless such period is extended in writing by Companies.

#### **6.8.b BGS-LRTP Supplier Rights if Companies are Rated Below Investment Grade**

If at any time during the Term the applicable rating of any two (2) of the Companies is below the Minimum Rating, as determined in accordance with Section 6.3, the BGS-LRTP Supplier may provide written notification to the Companies requiring that the Companies transfer to a Qualified Institution, within two (2) Business Days, any cash in the Companies' possession or held on the BGS-LRTP Suppliers' behalf that had been posted as a Security Instrument by the BGS-LRTP Supplier under the terms of this Agreement. The Qualified Institution will hold the cash collateral in an interest-bearing account pending release of the funds pursuant to the terms of this Agreement. Interest will be allocated pro rata to the BGS-LRTP Supplier. The BGS-LRTP Supplier will be entitled to the rights described in this Section 6.8.b only for so long as the applicable rating for any two of the Companies is below the Minimum Rating.

### **6.9 Maintenance of Creditworthiness**

#### **6.9.a Reporting of Changes**

The BGS-LRTP Supplier shall promptly notify the Companies: (i) of any changes in its credit rating or the credit rating of its Guarantor, (ii) if the BGS-LRTP Supplier or its Guarantor is placed on a credit watch with negative implications by any rating agency, and (iii) of any materially adverse change in its financial condition or in the financial condition of its Guarantor. The BGS-LRTP Supplier or Guarantor shall also furnish evidence of an acceptable credit rating or financial condition upon the request of the Companies.

#### **6.9.b Change in Credit Standing**

The Companies will re-evaluate the creditworthiness of the BGS-LRTP Supplier whenever they become aware, through the provision of notice by the BGS-LRTP Supplier or otherwise, of a decrease in the BGS-LRTP Supplier's or Guarantor's credit rating. If the lowest credit rating (whether corporate issuer rating or unsecured senior debt rating) used to determine the BGS-LRTP Supplier's Credit Limit decreases, the BGS-LRTP Supplier shall provide an additional Security Instrument to the Companies (or increase the value of the existing Security Instrument) in accordance with Section 6.3.

#### **6.10 Calling on Security**

The Companies may call upon the Security Instrument posted by the BGS-LRTP Supplier if the BGS-LRTP Supplier fails to pay amounts due to the Companies pursuant to this Agreement or any other agreement(s) between a Company and the BGS-LRTP Supplier for the provision of BGS Supply after all of the following events occur:

- (i) Written Notice of Default is provided to the BGS-LRTP Supplier; and
- (ii) Any applicable cure period ends.

The foregoing notwithstanding, the Security Instrument posted by the BGS-LRTP Supplier shall become due automatically, and may be called upon by the Companies, without prior notice or right of cure in the case of any Event of Default arising under subsections (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) or (ix) of Section 5.1.

#### **6.11 Interest on Cash Held by Companies**

The Companies will pay simple interest (not compounded) calculated at the lower of the Interest Index or six (6) percent per annum on all cash posted by the BGS-LRTP Supplier with the Companies pursuant to this Agreement. Each Billing Period the Companies will prepare a statement of interest amounts due to the BGS-LRTP Supplier. The statement will be sent to the BGS-LRTP Supplier within three (3) Business Days after the end of the Billing Period via overnight mail, facsimile or other expeditious means. The Companies shall make interest payments on the first Business Day after the fifth (5<sup>th</sup>) day of each Billing Period.

## **6.12 Confidentiality**

Information supplied by the BGS-LRTP Supplier in connection with the creditworthiness process shall be deemed confidential and not subject to public disclosure, unless Applicable Legal Authorities require disclosure of the information. If information must be disclosed, then the confidentiality of the information shall be maintained consistent with the Applicable Legal Authority's rules and regulations pertaining to confidentiality. The BGS-LRTP Supplier will be given prompt notice of any request by a third party to obtain confidential information related to the BGS-LRTP Supplier's creditworthiness.

## **6.13 No Endorsement of BGS-LRTP Supplier**

The Companies' determination that the BGS-LRTP Supplier is creditworthy pursuant to the process set forth above, shall not be deemed to constitute an express or implied warranty or guarantee of any kind with respect to the financial or operational qualifications of the BGS-LRTP Supplier. The Companies will treat all BGS-LRTP Suppliers in a non-discriminatory manner and shall provide no preference to any BGS-LRTP Supplier.

## **6.14 Multiple BGS Supply Agreements**

It is the intent of the Companies and the BGS-LRTP Supplier that, in the event the BGS-LRTP Supplier is a party to other agreements with a Company for the provision of BGS Supply, the Companies will calculate one (1) Margin applicable to all such agreements using the methodology set forth herein. The BGS-LRTP Supplier will have a single line of credit applicable to all BGS Supply agreements, and the Margin that is calculated is the Total Exposure Amount under all such contracts less the single line of credit.

# **ARTICLE 7. PROCEDURES FOR ENERGY SCHEDULING, CAPACITY RESOURCE SUBMISSION, TRANSMISSION PROCUREMENT AND FTR ALLOCATION**

## **7.1 Generally**

The Parties must adhere to any applicable operational requirements of the MISO necessary to protect the integrity of the MISO Transmission System and the transmission systems of interconnected control areas, and must satisfy any and all criteria of the MISO, MAIN and NERC, when applicable. The BGS-LRTP Supplier also must adhere, in connection with the

BGS-LRTP Supplier's performance under this Agreement, to any applicable operational requirements of the Companies necessary to protect the integrity of the Companies' local distribution systems.

The BGS-LRTP Peak Load Share will be determined by the Companies based on the zonal peak load contributions utilized in the MISO determination of the zonal obligations for Capacity, adjusted for contributions associated with Customers served by Retail Electric Suppliers, BGS-FP Customers, BGS-LFP Customers and Wholesale Customers. Contributions for RESs shall be calculated as set forth in the Companies' RES operating procedures found on the Companies' website [www.ameren.com](http://www.ameren.com).

## **7.2 Load Obligations**

The Companies and the BGS-LRTP Supplier acknowledge that the BGS-LRTP Customers are within the Companies' metered boundaries and that the BGS-LRTP Load must be divided into MISO obligations specific to the BGS-LRTP Supplier based on the BGS-LRTP Supplier Responsibility Share.

## **7.3 Data Transmission**

### **7.3.a Energy**

The procedures for transmitting load obligation data for the BGS-LRTP Supplier's hourly Energy obligations shall be as set forth by the MISO.

### **7.3.b Resource Adequacy**

The procedures for transmitting load obligation data for the BGS-LRTP Supplier's Resource Adequacy Requirements shall be as set forth by the MISO.

### **7.3.c Capacity**

The procedures for transmitting the BGS-LRTP Supplier Responsibility Share data to be used by the MISO to determine the BGS-LRTP Supplier's Capacity obligations shall be as set forth by the MISO.

#### **7.3.d      ARR and FTRs**

The procedures for transmitting the data regarding the allocation of ARR and FTRs to the BGS-LRTP Suppliers shall be as set forth by the MISO.

#### **7.4          Energy Scheduling**

The Companies will not provide load forecasting services. The BGS-LRTP Supplier shall schedule Energy resources to meet its obligations with the MISO as provided for in the MISO Agreements. The Energy obligations for the BGS-LRTP Supplier will be determined based on the BGS-LRTP Supplier Responsibility Share. The total preliminary BGS-LRTP Energy obligation will be equal to the difference between the preliminary total Energy obligations for the Companies' Service Territories reduced by the sum of: (i) the preliminary wholesale load, (ii) the preliminary total Energy obligations of the Retail Electric Suppliers active in the Service Territories, and (iii) the preliminary total Energy obligations of the suppliers serving BGS-FP Load and BGS-LFP Load in the Service Territories.

#### **7.5      FTR Allocation and Nomination**

The process for allocating and nominating ARR and FTRs is set forth in Section 2.1.c(vii).

### **ARTICLE 8. THE ENERGY SETTLEMENT/RECONCILIATION PROCESS**

#### **8.1          Energy Settlement by the MISO**

MISO will conduct the settlement process to reflect the BGS-LRTP Supplier's actual Energy obligations in a supply/usage reconciliation process. The Energy obligations for the BGS-LRTP Supplier will be determined based on the BGS-LRTP Supplier Responsibility Share. The reconciled total BGS-LRTP Energy obligation will be equal to the difference between the reconciled total Energy obligations for the Service Territories reduced by the sum of: (i) the wholesale load, (ii) the reconciled total Energy obligations of the Retail Electric Suppliers active in the Service Territories, and (iii) the reconciled total Energy obligations of the suppliers serving BGS-FP Load and BGS-LFP Load in the Service Territories. Any adjustments for billing and metering errors reported subsequent to the calculation of FHEA will be proportionally allocated by the Companies to the BGS-LRTP Suppliers.



## **8.2 Energy Settlement by the Companies**

In the event that actual BGS-LRTP Customer consumption data is not available until after the MISO deadline for conducting the final settlement, the Companies will conduct the settlement process with the BGS-LRTP Supplier. Should the MISO impose penalties against a Company as a result of the BGS-LRTP Supplier's transactions and/or failure to meet the MISO requirements, such penalties shall be passed through by the Companies, to the BGS-LRTP Supplier as part of this settlement process, in addition to such other charges as provided for in this Agreement.

## **ARTICLE 9. BILLING AND PAYMENT**

### **9.1 Billing Period**

Except as provided in this Section 9.1, a Billing Period shall be each calendar month during the Delivery Period. If at any time during the Delivery Period, the applicable rating of any two (2) of the Companies is below the Minimum Rating, as determined in accordance with Section 6.3, the Billing Period applicable to the Companies (all three collectively) shall be shortened in accordance with a mutually agreed upon schedule. The shortened Billing Period applicable to the Companies shall be in effect only for so long as the applicable rating for any two (2) of the Companies is below the Minimum Rating.

### **9.2 Payment Obligations**

The Companies shall pay all amounts due to the BGS-LRTP Supplier hereunder, and the BGS-LRTP Supplier shall pay all amounts due to the Companies hereunder, in accordance with the following provisions:

(i) Each Billing Period, the Companies will prepare a Statement of amounts due to the BGS-LRTP Supplier by the Companies collectively.

(ii) The Statement shall include line items applicable to the Billing Period in question for, inter alia: (a) the BGS-LRTP Energy Charge, (b) the BGS-LRTP Capacity Charge, (c) the Ancillary Services Costs, (d) the MISO Invoice Reimbursement Amounts, and (e) the Preliminary DSSAC.

(a) The Statement shall also include line items for the Intermediate Energy Adjustment Amount, Final Energy Adjustment Amount, Intermediate DSSAC Adjustment Amount, and Final DSSAC Adjustment Amount for any prior Billing Periods for which all IHEA data, all FHEA data, all Intermediate DSSAC Multiplier data, or all Final DSSAC Multiplier data has become available since the issuance of the prior Statement.

(b) A negative Intermediate Energy Adjustment Amount, Final Energy Adjustment Amount, Intermediate DSSAC Adjustment Amount, or Final DSSAC Adjustment Amount, shall serve as an offset against charges to be paid by the Companies to the BGS-LRTP Supplier.

(c) The Ancillary Services Costs and the MISO Invoice Reimbursement Amounts shall serve as offsets against charges to be paid by the Companies to the BGS-LRTP Supplier.

(d) The first Statement shall also include a line item for the entire amount of the Auction and Administration Fee, which shall serve as an offset against charges to be paid by the Companies to the BGS-LRTP Supplier.

(iii) The Statement will be sent to BGS-LRTP Supplier within eight (8) Business Days after the end of the Billing Period via overnight mail or other expeditious means.

(iv) If the Statement shows a net amount owed by the Companies to the BGS-LRTP Supplier, the Companies shall pay such amount, unless disputed, by the first Business Day after the 19<sup>th</sup> day succeeding the Billing Period. If the Statement shows a net amount owed by the BGS-LRTP Supplier to the Companies, the BGS-LRTP Supplier shall pay such amount, unless disputed, by the first Business Day after the 19<sup>th</sup> day succeeding the Billing Period

(v) Payments shall be subject to adjustment for any arithmetic errors, computation errors, meter reading errors, or other errors, provided that the errors become known within one (1) year of the Termination Date.

(vi) All payments of funds shall be made by electronic transfer to a bank designated by the recipient of such funds.

(vii) If payment is made by a Party after the due date shown on the Statement, a late fee will be added to the unpaid balance until the entire Statement is paid. This late fee will be calculated at the prime rate commercial borrowers are charged by J.P. Morgan Chase or its successor.

### **9.3 Billing Disputes**

(i) If a good faith dispute arises between the Companies and the BGS-LRTP Supplier regarding a Statement, the disputing Party shall be obligated to pay only the undisputed portion of the Statement provided that the disputing Party: (a) presents the dispute in writing to the non-disputing Party within five (5) Business Days from the date payment on the Statement was otherwise due, accompanied by a brief explanation of the source of the dispute; and (b) submits documentation supporting the dispute to the non-disputing Party within thirty (30) calendar days from the date payment on the Statement was otherwise due.

(ii) Except as provided in Section 9.2(v) for correction of errors, a Party may dispute a Statement in good faith at any time within one (1) year after the date the Statement in dispute is issued, even if such Party has already paid amounts shown on such Statement in full. Except as provided in Section 9.2(v), a Statements shall become final, and not subject to dispute, on the date (1) year from the date such Statement is issued unless a Party: (a) presents the dispute in writing to the non-disputing Party accompanied by a brief explanation of the source of the dispute; and (b) submits documentation supporting the dispute to the non-disputing Party within thirty (30) calendar days thereafter.

### **9.4 Billing for BGS-LRTP Supplier's Obligations to Other Parties**

The Companies shall have no responsibility for billing between: the BGS-LRTP Supplier and the MISO; the BGS-LRTP Supplier and any Energy or Capacity source; or the BGS-LRTP Supplier and any other third party.

## **ARTICLE 10. SYSTEM OPERATION**

### **10.1 Disconnection and Curtailment by the Companies**

The Companies shall have the right, without incurring any liability to the BGS-LRTP Supplier, to disconnect (or otherwise curtail, interrupt or reduce deliveries from) the BGS-LRTP Supplier or to disconnect (or otherwise curtail, interrupt or reduce deliveries to) any Customer

whenever the Companies determine in the exercise of their good faith discretion, or when a Company is directed by the MISO (directly or indirectly), that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of a Company's facilities; or due to any other reason affecting the safe and reliable operation of a Company's or a Customer's facilities, including Emergencies, forced outages or potential overloading of a Company's transmission and/or distribution circuits, potential damage to any Customer's facilities or any risk of injury to persons. The Companies shall have the right to implement the MISO load response programs and emergency energy programs.

#### **10.2 Inadvertent Loss of Service to BGS-LRTP Customers**

The Parties agree and acknowledge that service to BGS-LRTP Customers may be inadvertently lost due to storms, weather, accidents, breakage of equipment or other events beyond the reasonable control of the Companies affecting the transmission and distribution of the Companies. Neither Party will have any liability to the other Party for the occurrence of such events except for the Companies' obligation to pursue steps for the resumption of the disrupted service as set forth in Section 10.3. In no event will an inadvertent loss of service affect a Party's obligation to make any payments then due or becoming due with respect to performance rendered prior to such inadvertent loss of service.

#### **10.3 Good Faith Efforts**

The Companies shall use good faith efforts to: (i) minimize any curtailment, interruption or reduction to the extent practicable under the circumstances; (ii) provide the BGS-LRTP Supplier with prior notification of any curtailment, interruption or reduction, to the extent practicable; and (iii) resume service as promptly as practicable.

#### **10.4 MISO Requirements**

The BGS-LRTP Supplier acknowledges and agrees that, as a members of the MISO (directly or indirectly), the Companies are bound by all MISO operating instructions, policies and procedures as are currently set forth in the MISO Operating Manual, which are available through the Internet on the MISO Home Page (<http://www.midwestiso.org>), as may be revised from time to time, which are needed to maintain the integrity of the MISO system. The BGS-LRTP Supplier acknowledges and agrees that it will cooperate with the Companies so that the

Companies will be in compliance with all MISO Emergency Operations Procedures, which include, but are not limited to, those procedures pertaining to minimum and maximum generation Emergencies, and measures requiring involuntary Customer participation, such as supply voltage reduction or full interruption of Customer load by either manual or automatic means.

#### **10.5 Compliance with Governmental Directives**

The BGS-LRTP Supplier also acknowledges and agrees that the Companies may need to act in response to governmental or civil authority directives which may affect BGS-LRTP Customer load. The BGS-LRTP Supplier agrees to cooperate with the Companies in order to comply with said directives.

### **ARTICLE 11. DISPUTE RESOLUTION**

#### **11.1 Informal Resolution of Disputes**

The Companies and the BGS-LRTP Supplier shall use good faith and reasonable commercial efforts, for at least 30 days, to informally resolve all disputes arising out of the implementation of this Agreement. The BGS-LRTP Supplier's point of contact for all information, operations, and questions shall be \_\_\_\_\_, or its successor, and the Auction Website. Any dispute between the Companies and the BGS-LRTP Supplier under this Agreement may be referred to a designated senior representative of each of the Parties for resolution on an informal basis as promptly as practicable.

#### **11.2 Recourse to Agencies or Courts of Competent Jurisdiction**

Nothing in this Agreement shall restrict the rights of either Party to file, at any time, a complaint with the FERC under relevant provisions of the Federal Power Act ("FPA"), with the ICC under relevant provisions of the Applicable Legal Authorities, with an Illinois state court of competent jurisdiction, or with a federal court of competent jurisdiction situated in the State of Illinois. The Parties' agreement hereunder is without prejudice to any Parties' right to contest the jurisdiction of the agency or court to which a complaint is brought or the appropriateness of such forum.

## **ARTICLE 12. REGULATORY AUTHORIZATIONS AND JURISDICTION**

### **12.1 Compliance with Applicable Legal Authorities**

The Companies and the BGS-LRTP Supplier are subject to, and shall comply with, all existing or future federal, state and local laws, all existing or future duly promulgated orders or other duly-authorized actions of the MISO or of Applicable Legal Authorities, to the extent such laws, orders, or actions affect a Party's performance under this Agreement.

### **12.2 FERC Jurisdictional Matters**

The inclusion herein of descriptions of procedures or processes utilized by the MISO or otherwise subject to the jurisdiction of FERC is intended solely for informational purposes. If anything stated herein is found by the FERC to conflict with or be inconsistent with any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, or if any existing procedures or processes utilized by the MISO are duly modified, the applicable FERC rule, regulation, order, determination or modification shall control.

## **ARTICLE 13. LIMITATION OF LIABILITY**

### **13.1 Limitations on Liability**

Except to the extent expressly set forth in this Agreement, the BGS-LRTP Supplier shall be liable to the Companies, and vice versa, for direct damages incurred as a result of such Party's failure to comply with this Agreement and no Party shall have any liability to the other Party for consequential, indirect, special or punitive damages, including lost profits or lost revenues, arising out of such Party's failure to comply with its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement does not impose on the BGS-LRTP Supplier any obligation towards or liability to any Other BGS Supplier.

### **13.2 Risk of Loss and Changes in Market Rules and Conditions**

Until the BGS-LRTP Supply is delivered to the Companies at the Delivery Points, the BGS-LRTP Supplier shall bear all risk of loss associated with the procurement and delivery of BGS-LRTP Supply. Title to and risk of loss related to BGS-LRTP Supply shall transfer from the BGS-LRTP Supplier to the Companies at the Delivery Points. The BGS-LRTP Supplier warrants that it will deliver to the Companies BGS-LRTP Supply free and clear of all liens,

security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Points.

The Companies will bear the risk of any changes in the charges and requirements associated with delivery service and Network Integration Transmission Service. The BGS-LRTP Supplier will bear the risk of all other changes in market rules or conditions, whatever the cause or source of those changes, that result in the imposition of new, additional or increased charges, services or products being required in order to effect the delivery of BGS-LRTP Supply, whether those changes occur before the Delivery Points. Subject to the provisions of Section 15.14, should any such charges, services, responsibilities or products be imposed on or allocated to the Companies by any Applicable Legal Authority, the Companies shall allocate or assign such charges, services or products to the BGS-LRTP Supplier, and the BGS-LRTP Supplier agrees to accept such allocation or assignment.

## **ARTICLE 14. INDEMNIFICATION**

### **14.1 Indemnification**

(i) Should a Company or the Companies become the defendant in, or obligor for, any third party's claims and/or liabilities for losses, penalties, expenses, damage to property, *injury to or death of any person including a Party's employees or any third parties, including*, without limitation, damages as provided in Section 16-125 of the Illinois Public Utilities Act and implementing rules, that were caused by or occur in connection with an act or omission of the BGS-LRTP Supplier with respect to performance of an obligation arising under or in connection with this Agreement, or for which the BGS-LRTP Supplier has otherwise assumed liability under the terms of this Agreement, the BGS-LRTP Supplier shall defend (at the Companies' option), indemnify and hold harmless the Companies, their shareholders, board members, directors, officers and employees and agents, from and against any and all such third party claims and/or liabilities, except to the extent that a court of competent jurisdiction determines that the losses, penalties, expenses or damages were caused wholly or in part by the gross negligence or willful misconduct of a Company. The Companies may, at their own expense, retain counsel and participate in the defense of any such suit or action.

(ii) Should the BGS-LRTP Supplier become the defendant in, or obligor for, any third party's claims and/or liabilities for losses, penalties, expenses, damage to property, *injury to or death of any person including a Party's employees or any third parties, that were caused*

by or occur in connection with an act or omission of a Company with respect to performance of an obligation arising under or in connection with this Agreement, or for which a Company has otherwise assumed liability under the terms of this Agreement, such Company shall defend (at the option of the BGS-LRTP Supplier), indemnify and hold harmless the BGS-LRTP Supplier, its shareholders, board members, directors, officers and employees and agents, from and against any and all such third party claims and/or liabilities, except to the extent that a court of competent jurisdiction determines that the losses, penalties, expenses or damages were caused wholly or in part by the gross negligence or willful misconduct of the BGS-LRTP Supplier. The BGS-LRTP Supplier may, at its own expense, retain counsel and participate in the defense of any such suit or action.

#### **14.2 Survives Agreement**

The obligation of a Party to defend, indemnify, and hold harmless another Party under this Article 14 shall survive termination of this Agreement.

### **ARTICLE 15. MISCELLANEOUS PROVISIONS**

#### **15.1 Notices**

Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the BGS-LRTP Supplier, as set forth on Appendix A hereto.

If to the Companies, to:

With a copy to:

or to such other person at such other address as a Party shall designate by like notice to the other Party. Notice shall be effective when received. Notice received after the close of the Business Day shall be deemed received on the next Business Day; provided, however, that



notice by facsimile transmission shall be deemed to have been received by the recipient if the recipient confirms receipt telephonically or in writing.

## **15.2 No Prejudice of Rights**

The failure of a Party to insist on any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to excuse.

## **15.3 Assignment**

Parties shall not assign any of their rights or obligations under this Agreement without obtaining (a) any necessary regulatory approval(s) and (b) the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld; provided, however, that the Companies agree that they shall grant their consent to a proposed assignment by the BGS-LRTP Supplier if the proposed assignee meets all of the Companies' creditworthiness requirements then in effect under Article 6. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee and all necessary consents have been obtained. Any assignment in violation of this Section 15.3 shall be void; provided, however, a Company may assign any or all of its rights and obligations under this Agreement, without the BGS-LRTP Supplier's consent, to any entity succeeding to all or substantially all of the assets of such Company, if such assignee agrees, in writing, to be bound by all of the terms and conditions and all necessary regulatory approvals are obtained. The BGS-LRTP Supplier may, with prior written notice to the Companies but without obtaining the approval of the Companies, assign the accounts, revenues or proceeds under this Agreement to a third party. The Companies agree that, following receipt of such notice of the assignment of accounts, revenues or proceeds and such other documentation that the Companies may reasonably request, the Companies will pay amounts becoming due to the BGS-LRTP Supplier under this Agreement directly to the designated assignee; provided, however, that nothing herein shall enlarge or expand the rights of such designated assignee beyond the rights granted to the BGS-LRTP Supplier and the right of such

designated assignee to receive payments shall be subject to all defenses, offsets and claims of the Companies arising under this Agreement. The Companies further agree that, in the event necessary regulatory approvals to effectuate an assignment have been sought in good faith but that action by the regulatory body is pending, the Companies shall accept the performance of the proposed assignee as a Party to this Agreement, as co-obligor with the BGS-LRTP Supplier proposing to assign its interest, until such approvals are obtained; provided, however, that, in the event the regulatory body declines to grant its approval (or, in the discretion of the Companies, in the event the application seeking approval is still pending without action by the regulatory body after ninety (90) days), the request for approval of the assignment shall be deemed to have been rejected for good reason.

#### **15.4 Governing Law and Venue**

To the extent not subject to the jurisdiction of the FERC, questions, including those concerning the formation, validity, interpretation, execution, amendment, termination and construction of this Agreement, shall be governed by the laws of the State of Illinois, without regard to principles of conflicts of law. Any lawsuit arising in connection with this Agreement shall be brought before the FERC, the ICC, or in the State or federal courts of Illinois.

#### **15.5 Headings**

The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereunto, nor should they be used to aid in any manner in the construction of this Agreement.

#### **15.6 No Presumption of Construction For or Against Any Party**

The Parties have each been represented by counsel of their choosing in connection with entering into this Agreement. Any rule of construction or interpretation requiring this Agreement to be construed or interpreted for or against any Party shall not apply to the construction or interpretation of this Agreement.

#### **15.7 Presumption of LMP Market**

This Agreement has been drafted with the presumption that, during the Delivery Period, there will exist a real-time LMP Market encompassing the Delivery Points. In the event such an LMP Market fails to exist during the Delivery Period, the Parties will revise this Agreement in an

effort to provide for its effective implementation and application, without altering the balance of risks, rewards, and costs currently set forth in this Agreement.

#### **15.8 Changes in Rules or Tariffs**

In the event of a material change during the Term of any rules or tariffs affecting any Parties' obligations under this Agreement, from the state of such rules or tariffs on the Effective Date, the Parties' obligations under this Agreement shall change as well in a manner in keeping with the balance of risks, rewards, and costs currently set forth in this Agreement including, above all, the principle that the BGS-LRTP Supplier bears the risk of changes related to the delivery of BGS-LRTP Supply to the Delivery Points and the Companies bear the risk of changes related to the delivery of BGS-LRTP Supply from the Delivery Points to BGS-LRTP Customers. If deemed necessary by any Party, the Parties shall revise this Agreement to reflect such change(s).

#### **15.9 Entire Agreement**

This Agreement supersedes all previous representations, understandings, negotiations and agreements either written or oral between the Parties hereto or their representatives with respect to the subject matter and constitutes the entire agreement of the Parties with respect to the subject matter.

#### **15.10 Exhibits**

Appendices A through G referred to herein and attached hereto are made a part of this Agreement for all purposes.

#### **15.11 Third Party Beneficiaries**

This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

#### **15.12 Successors and Assignees**

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the Parties.

### 15.13 General Miscellaneous Provisions

(i) This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership or other fiduciary obligation or liability upon any Party. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the any other Party.

(ii) The Companies shall not be jointly or severally liable to the BGS-LRTP Supplier.

(iii) Cancellation, expiration or Early Termination of this Agreement shall not terminate the rights, liabilities and obligations of the Parties that by their nature survive such cancellation, expiration or termination, including those set forth in Articles 3 through 6, 8 through 9, 11 and 13 through 15, such as warranties, remedies (including rights of set-off), promises of indemnity, rights and powers of the Non-Defaulting Party in the event of bankruptcy of the Defaulting Party, ability to call on security and confidentiality.

(iv) Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision of this Agreement unless such invalidity or unenforceability materially changes the balance of risks, rewards, and costs agreed to by the parties as set forth in this Agreement in which case this Agreement shall be deemed null and void ab initio.

(v) Each of the Parties acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms.

(vi) This Agreement is intended by the Parties as a final expression of their agreement.

(vii) It is the intention at the inception and throughout the Term that the fulfillment of the BGS-LRTP Supplier's obligation under Section 2.1.b(i) will result in physical delivery of BGS-LRTP Supply and not financial settlement.

(viii) The quantity of BGS-LRTP Supply that it must deliver and that the Companies must accept for delivery will be determined by the requirements of the BGS-LRTP

Load, and, as such, this Agreement does not provide for an option by any Party with respect to the quantity of BGS-LRTP Supply to be delivered or received during performance of the Agreement.

#### **15.14 Taxes**

The BGS-LRTP Supplier shall pay or cause to be paid all taxes imposed by any government authority ("Governmental Charges") on or with respect to the BGS-LRTP Supply arising prior to the Delivery Points. The Companies shall pay or cause to be paid all Governmental Charges on or with respect to the BGS-LRTP Supply at and from the Delivery Points (other than any taxes, including but not limited to franchise, income, value-added or gross receipts taxes, if any, which are imposed on or related to the sale, at wholesale, of the BGS-LRTP Supply and are, therefore, the responsibility of the BGS-LRTP Supplier). In the event the BGS-LRTP Supplier is required by law or regulation to remit or pay Governmental Charges that are the Companies' responsibility hereunder, the Companies shall promptly reimburse the BGS-LRTP Supplier for such Governmental Charges. If the Companies are required by law or regulation to remit or pay Governmental Charges that are the BGS-LRTP Supplier's responsibility hereunder, the Companies may deduct the amount of any such Governmental Charges from the sums due to the BGS-LRTP Supplier under Article 9. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

#### **15.15 Registered Agent**

The BGS-LRTP Supplier and any Guarantor shall maintain a registered agent for service of process in the State of Illinois.

#### **15.16 Binding Terms**

This Agreement and the rates, terms and conditions herein shall remain in effect for the entire Term. Absent the agreement of the Companies and the BGS-LRTP Supplier to a proposed change to this Agreement, the Parties agree that the standard of review for any change to this Agreement, whether proposed by a Party, a non-party, the ICC or FERC acting sua sponte, will be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956).

**15.17 Amendment**

Unless ordered by FERC, this Agreement, including the appendices hereto, cannot be amended without the written agreement of all Parties and the approval of the FERC, if necessary, prior to such amendment becoming effective.

**15.18 Counterparts**

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which shall constitute one instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

ATTEST:

**Central Illinois Light Company d/b/a AmerenCILCO**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Central Illinois Public Service Company d/b/a AmerenCIPS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Illinois Power Company d/b/a AmerenIP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**[BGS-LRTP Supplier]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX A – BGS-LRTP SUPPLIER

[BGS-LRTP SUPPLIER NAME]

Anticipated Delivery Period	Number of Tranches	BGS-LRTP Supplier Responsibility Share	Auction Price
January 1, 2007 through May 31, 2008			

The address for any notice to the above-referenced BGS-LRTP Supplier provided pursuant to Sections 6.7 and 15.1 of the BGS-LRTP Supplier Forward Contract shall be the following:

For Credit Related Issues, Section 6.7:

For Notices, Section 15.1:



## APPENDIX B – [RESERVED]

[Reserved]

## **APPENDIX C – MISO CHARGES FOR WHICH COMPANIES ARE ULTIMATELY RESPONSIBLE**

Schedule 7: Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service

Schedule 8: Non-Firm Point-To-Point Transmission Service

Schedule 9: Network Integration Transmission Service

Schedule 10: ISO Cost Recovery Adder

Schedule 11: Wholesale Distribution Service

Schedule 12: Gross Receipts Tax Adder

## APPENDIX D – [RESERVED]

[Reserved]

## APPENDIX E – SAMPLE BGS-LRTP LETTER OF CREDIT

\_\_\_\_\_ (Date)

Letter of Credit No. \_\_\_\_\_

To: [One or more of the following: Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and Illinois Power Company d/b/a AmerenIP]

[address]

Attention: \_\_\_\_\_

1. We hereby establish in your favor this irrevocable transferable standby Letter of Credit (this "Letter of Credit") in your favor for the account of \_\_\_\_\_ (including its successors and assigns, the "Applicant"), in the amount of \$\_\_\_\_\_ (the "Stated Amount"), effective immediately and available to you at sight upon demand at our counters at \_\_\_\_\_ (location) and expiring 364 days after date of issuance (the "Initial Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 7 hereof or otherwise extended in accordance with the provisions of Paragraph 8 hereof (the "Extended Expiration Date"; the latest of the Initial Expiration Date and any Extended Expiration Date being referred to herein as the "Expiration Date").
2. This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the Stated Amount, subject to reduction as provided in Paragraph 13 hereof. This Letter of Credit may be drawn upon an Event of Default under the BGS-LRTP Supplier Forward Contract(s) between the Applicant and you, dated \_\_\_\_\_, 20\_\_ (as such agreements may be amended, modified or extended from time to time).

3. A partial or full drawing hereunder may be made by you on any Business Day on or prior to the Expiration Date by delivering, by no later than 11:00 AM (New York, NY time<sup>1</sup>) on such Business Day to \_\_\_\_\_ (Bank), \_\_\_\_\_ (address), (a) a notice executed by you in the form of Annex 1 hereto, appropriately completed and duly signed by your Authorized Officer and (b) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by your Authorized Officer.
4. We may, but shall not be obligated to, accept any request to issue a substitute Letter of Credit. Such request shall be made pursuant to an Availability Certificate in the form of Annex 3 hereto executed by your Authorized Officer and delivered by you to us for exchange for a new Letter of Credit in the amount set forth in such Availability Certificate, which amount shall not exceed the Stated Amount less any amounts drawn under this Letter of Credit at or before the time of submission of such Availability Certificate, and expiring on the then current Expiration Date. Upon acceptance by us of any such request to issue a substitute Letter of Credit for exchange, the new Letter of Credit shall be issued in the amount as set forth in the Availability Certificate.
5. We hereby agree to honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to us in connection with such drawing to such account at such bank in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by 3:00 PM (New York, NY time) on the date of such drawing, if delivery of the requisite document is made prior to 11:00 AM (New York, NY time) on a Business Day pursuant to Paragraph 3 hereof, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite document is made on or after 11:00 AM (New York, NY time) on any Business Day pursuant to Paragraph 3 hereof.
6. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice (not exceeding three (3) Business Days following the date of our receipt of the documents)

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<sup>1</sup> If the issuer of the Letter of Credit is located in an area that is not in the Eastern time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly

that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.

7. This Letter of Credit shall automatically terminate and be delivered to us for cancellation on the earliest of (a) the making by you of drawings in an aggregate amount equal to the Stated Amount, (b) the date we issue a substitute Letter of Credit in exchange for this Letter of Credit in accordance with Paragraph 4 hereof, (c) the date we receive from you a Certificate of Expiration in the form of Annex 4 hereto, or (d) 5:00 PM (New York, NY time) on the Expiration Date.
8. We may, but shall not be obligated to, extend the Initial Expiration Date or any Extended Expiration Date to a later Extended Expiration Date by giving you a Notice of Extension in the form of Annex 5 hereto. Upon issuance by us of any such Notice of Extension, the Expiration Date in effect prior to the issuance of such Notice of Extension shall be extended to the later Extended Expiration Date stated in such Notice of Extension, and for all purposes of this Letter of Credit thereafter, the Expiration Date shall be the Expiration Date stated in such Notice of Extension, unless and until we have issued a subsequent Notice of Extension extending the Expiration Date to a later date.
9. As used herein:

"Authorized Officer" shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

"Availability Certificate" shall mean a certificate substantially in the form of Annex 3 hereto, appropriately completed and duly signed by your Authorized Officer.

"Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York, New York and any day on which payments can be effected on the Fedwire system.

10. This Letter of Credit is assignable and transferable pursuant to an instrument of assignment and transfer in the form of Annex 6 hereto, to an entity you identify to us in such instrument as your assignee, and we hereby consent to such assignment or transfer. Any and all transfer fees, expenses and costs shall be borne by the Applicant. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified without consent from us, you, and the Applicant. This Letter of Credit is subject to and shall be governed by the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), or any successor publication thereto (the "ISP"), except to the extent that the terms hereof are inconsistent with the provisions of the ISP, in which case the terms of this Letter of Credit shall govern. This Letter of Credit shall, as to matters not governed by the ISP or matters inconsistent with the ISP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.
11. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 6 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.
12. We certify that as of \_\_\_\_\_ (date) our senior unsecured debt is rated "A" or better by Standard & Poor's Rating Service.
13. Partial drawings are permitted hereunder and multiple drawings are permitted hereunder. The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit and the Letter of Credit Number stated above. The aggregate amount paid to you under this Letter of Credit shall not exceed the Stated Amount. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the requirements of Paragraph 3

hereof, provided that the amounts payable on any such demand shall not exceed the amount then available to be drawn under this Letter of Credit.

14. Faxed document(s) are acceptable. Presentation by fax must be made to fax number \_\_\_\_\_ confirmed by telephone to \_\_\_\_\_.
15. In the event of an act of God, riot, civil commotion, insurrection, war, terrorism or by any strikes or lock outs, or any cause beyond our control, that interrupts our business, and causes the place for presentation of this Letter of Credit to be closed for business on the last day of presentation, the Expiration Date shall be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business, and we agree to effect payment, if this Letter of Credit is drawn against, otherwise in accordance with its terms, within such thirty (30) calendar day period.
16. This original Letter of Credit has been delivered to you as beneficiary in accordance with the Applicant's instructions. Any demands or communications in the form of the attached Annexes (except for Annex 5) or other communications directed to us under this Letter of Credit must be signed by your Authorized Officer. Acceptance or rejection of any amendments to this Letter of Credit must be signed by your Authorized Officer.

Very truly yours,

(Bank)

\_\_\_\_\_  
By: \_\_\_\_\_



ANNEX 1 TO LETTER OF CREDIT

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Bank)  
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under the above-referenced Letter of Credit in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the above-referenced Letter of Credit.
2. Pursuant to Paragraph 2 of the Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, the undersigned is entitled to make a drawing under the Letter of Credit in the amount of \$ \_\_\_\_\_, inasmuch as there is an Event of Default under any BGS-LRTP Supplier Forward Contract(s) between the Applicant and us, to which reference is made in the Letter of Credit.
3. We acknowledge that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by an amount equal to this drawing.

Very truly yours,

[Central Illinois Light Company d/b/a  
AmerenCILCO, Central Illinois Public Service  
Company d/b/a AmerenCIPS, and/or Illinois Power  
Company d/b/a AmerenIP]

By \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_(Applicant)

ANNEX 2 TO LETTER OF CREDIT

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

ON [Business Day immediately succeeding  
date of presentation]

PAY TO: [Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service  
Company d/b/a AmerenCIPS, or Illinois Power Company d/b/a AmerenIP]

Attn:

\$ \_\_\_\_\_

For credit to the account of \_\_\_\_\_.

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF LETTER OF CREDIT NO.  
\_\_\_\_\_ OF \_\_\_\_\_ (Bank),  
\_\_\_\_\_ (Address)

[Central Illinois Light Company d/b/a  
AmerenCILCO, Central Illinois Public Service  
Company d/b/a AmerenCIPS, and/or Illinois Power  
Company d/b/a AmerenIP]

By \_\_\_\_\_

Name:

Title:

ANNEX 3 TO LETTER OF CREDIT

AVAILABILITY CERTIFICATE

UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Bank)  
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

Each of the undersigned hereby requests that, in exchange for the above-referenced Letter of Credit, a substitute Letter of Credit be issued in the amount of \$\_\_\_\_\_ (the "New Amount") and to expire on \_\_\_\_\_ (date), but otherwise in the form of the above-referenced Letter of Credit.

Please acknowledge your agreement to issue such substitute Letter of Credit in the New Amount upon the surrender of the above-referenced Letter of Credit by signing the attached acknowledgment copy hereof and forwarding it to:

[Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois  
Public Service Company d/b/a AmerenCIPS, and/or Illinois Power  
Company d/b/a AmerenIP]  
(Address)

Very truly yours,

[Central Illinois Light Company d/b/a  
AmerenCILCO, Central Illinois Public Service  
Company d/b/a AmerenCIPS, and/or Illinois Power  
Company d/b/a AmerenIP]

By \_\_\_\_\_

Name:

Title:

Date:

Agreed and Accepted:

(Bank)

By \_\_\_\_\_

Name:

Title:

Date:

ANNEX 4 TO LETTER OF CREDIT

CERTIFICATE OF EXPIRATION  
OF LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Bank)  
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment. Attached hereto is the original Letter of Credit, marked cancelled.

[Central Illinois Light Company d/b/a  
AmerenCILCO, Central Illinois Public Service  
Company d/b/a AmerenCIPS, and/or Illinois Power  
Company d/b/a AmerenIP]

By \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_ (Applicant Name)

ANNEX 5 TO LETTER OF CREDIT

NOTICE OF EXTENSION

OF LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

To: [Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and/or Illinois Power Company d/b/a AmerenIP]

[Address]

Attention: \_\_\_\_\_

Re: Our Letter of Credit no. \_\_\_\_\_ presently in the amount of USD \_\_\_\_\_ issued for the account of \_\_\_\_\_ and expiring on \_\_\_\_\_.

We hereby irrevocably agree to extend the expiration date of the above-referenced Letter of Credit no. \_\_\_\_\_ to expire on \_\_\_\_\_ (date), which date, for all purposes of the above-referenced Letter of Credit, shall be the Expiration Date of the Letter of Credit from and after the issuance of this Notice of Extension, unless and until we issue a subsequent Notice of Extension extending the Expiration Date to a later date.

Very truly yours,

BANK \_\_\_\_\_

By \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_ (Applicant Name)



ANNEX 6 TO LETTER OF CREDIT

NOTICE OF TRANSFER  
OF LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To:

Bank

Bank Address

To Whom It May Concern:

Re: Credit \_\_\_\_\_

Issued by \_\_\_\_\_

Advice No \_\_\_\_\_

For value received, the undersigned beneficiary hereby irrevocably assigns and transfers to:

\_\_\_\_\_  
(Name of Transferee)

\_\_\_\_\_  
(Address)

all rights of the undersigned beneficiary to draw under the above-referenced Letter of Credit in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee, and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original Letter of Credit is returned herewith, and we ask you to endorse the transfer thereon and forward it directly to the transferee at the address indicated above with your customary notice of transfer.

Pursuant to the Letter of Credit and your agreement with the Applicant, your transfer commission and any other expenses that may be incurred by you in conjunction with this transfer are payable by the Applicant.

Very truly yours,

[Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and/or Illinois Power Company d/b/a AmerenIP]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The above signature with title as stated conforms to that on file with us and is authorized for the execution of said instruments.

(Name of authenticating bank)

\_\_\_\_\_  
(Authorized signature of authenticating party)

Name

Title

## APPENDIX F – SAMPLE GUARANTY

THIS GUARANTY (this "Guaranty"), dated as of \_\_\_\_\_, 20\_\_, is made by \_\_\_\_\_ (the "Guarantor"), a \_\_\_\_\_ organized and existing under the laws of \_\_\_\_\_, in favor of Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and/or Illinois Power Company d/b/a AmerenIP (each a "Guaranteed Party" and collectively, "Guaranteed Parties"), a corporation organized and existing under the laws of the State of Illinois.

Terms not defined herein shall have the meanings given to them in the BGS-LRTP Supplier Forward Contract(s) dated \_\_\_\_\_, 20\_\_ (as amended, modified or extended from time to time, the "Agreement(s)"), between the Guaranteed Parties and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of \_\_\_\_\_ (the "BGS-LRTP Supplier"). This Guaranty is made by Guarantor in consideration for, and as an inducement for the Guaranteed Parties to enter into, the Agreements with the BGS-LRTP Supplier. Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the Guaranteed Parties the full and prompt payment and performance when due, subject to any applicable grace period, all obligations of the BGS-LRTP Supplier to the Guaranteed Parties arising out of the Agreement(s). Without limiting the generality of the foregoing, Guarantor further agrees as follows:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the BGS-LRTP Supplier as a result of an Event of Default under the Agreement(s) (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreements). *Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall Option 1 [in no event exceed \_\_\_\_\_.] Option 2 [in no event exceed the lesser of [the credit limit amount] or the sum of the Total Exposures Amounts under the Agreement(s).]* All such principal, interest, obligations and liabilities, collectively, are the "Guaranteed Obligations". This Guaranty is a guarantee of payment and not of collection.

2. The Guarantor hereby waives diligence, acceleration, notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives presentment and all demands whatsoever except as noted herein, notice of protest, notice of dishonor or nonpayment of any such liability, suit or taking of other action by any Guaranteed Parties against, and any other notice to, any party liable thereon (including the Guarantor or any other guarantor), filing of claims with a court in the event of the insolvency or bankruptcy of the BGS-LRTP Supplier, and any right to require a proceeding first against the BGS-LRTP Supplier.
3. The Guaranteed Parties may, at any time and from time to time, without notice to or consent of the Guarantor, without incurring responsibility to the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder, upon or without any terms or conditions: (a) take or refrain from taking any and all actions with respect to the Guaranteed Obligations, any Document or any person (including the BGS-LRTP Supplier) that the Guaranteed Parties determine in their sole discretion to be necessary or appropriate; (b) take or refrain from taking any action of any kind in respect of any security for any Guaranteed Obligation(s) or liability of the BGS-LRTP Supplier to the Guaranteed Parties; or (c) compromise or subordinate any Guaranteed Obligation(s) or liability of the BGS-LRTP Supplier to the Guaranteed Parties including any security therefor.
4. Subject to the terms and conditions hereof, the obligations of the Guarantor under this Guaranty are absolute, irrevocable and unconditional and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by: (a) any extension, renewal, settlement, compromise, waiver, consent, discharge or release by the BGS-LRTP Supplier concerning any provision of the Agreement(s) in respect of any Guaranteed Obligations of the BGS-LRTP Supplier; (b) the rendering of any judgment against the BGS-LRTP Supplier or any action to enforce the same; (c) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations; (d) any modification, amendment, waiver, extension of or supplement to any of the Agreement(s) or the Guaranteed Obligations agreed to from time to time by the BGS-LRTP Supplier and the Guaranteed Parties; (e) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the BGS-LRTP Supplier or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar

proceedings affecting the BGS-LRTP Supplier or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligations; (f) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the BGS-LRTP Supplier, the Guaranteed Parties or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim; (g) the invalidity, irregularity or unenforceability in whole or in part of the Agreement(s) or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations or the absence of any action to enforce the same, or any provision of applicable law or regulation purporting to prohibit payment by the BGS-LRTP Supplier of amounts to be paid by it under the Agreement(s) or any of the Guaranteed Obligations; and (h) except for a failure to comply with any applicable statute of limitations, any other act or omission to act or delay of any kind of the BGS-LRTP Supplier, any other guarantor, the Guaranteed Parties or any other corporation, entity or person or any other event, occurrence or circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantor's obligations hereunder.

5. The Guarantor hereby irrevocably waives (a) any right of reimbursement or contribution, and (b) any right of salvage against the BGS-LRTP Supplier or any collateral security or guaranty or right of offset held by the Guaranteed Parties therefor.
6. The Guarantor will not exercise any rights, which it may acquire by way of subrogation until all Guaranteed Obligations to the Guaranteed Parties pursuant to the Agreement(s) have been paid in full.
7. Subject to the terms and conditions hereof, this Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Except for a failure to comply with any applicable statute of limitations, no failure or delay on the part of the Guaranteed Parties in exercising any right, power or privilege hereunder, and no course of dealing between the Guarantor and a Guaranteed Party, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not

exclusive of any rights, powers or remedies, which a Guaranteed Party would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of a Guaranteed Party to any other or further action in any circumstances without notice or demand.

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Parties and their successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Parties. The assignment rights of the Guaranteed Parties will be in accordance with any applicable terms of the Agreement(s).
9. Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except upon written agreement of the Guaranteed Parties and the Guarantor.
10. The Guarantor's liability as guarantor shall continue and remain in full force and effect in the event that all or any part of any payment made hereunder or any obligation or liability guaranteed hereunder is recovered (as a fraudulent conveyance, preference or otherwise) rescinded or must otherwise be reinstated or returned due to bankruptcy or insolvency laws or otherwise. If claim is ever made upon the Guaranteed Parties for repayment or recovery of any amount or amounts received from the Guarantor or the BGS-LRTP Supplier in payment or on account of any of the Guaranteed Obligations and the Guaranteed Parties repay all or part of such amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such payee or any of its property, or (b) any settlement or compromise of any such claim effected by such payee with any such claimant (including the Guarantor), then and in such event the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon it, notwithstanding any revocation hereof or the cancellation of the Agreement(s) or other instrument evidencing any liability of the Guarantor, and the Guarantor shall be and remain liable to the Guaranteed Parties hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Guaranteed Parties.

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until all Guaranteed Obligations have been fully and finally performed, at which point it will expire. The Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the Guaranteed Parties which termination shall be effective only upon receipt by the Guaranteed Parties of alternative means of security or credit support, as specified in the Agreement(s) and in a form reasonably acceptable to the Guaranteed Parties. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to the time the expiration or termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully performed.
12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by the next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or telefacsimile (effective upon receipt of evidence, including telefacsimile evidence, that telefacsimile was received)

If to the Guarantor:  
[To be completed]

If to the Guaranteed Parties:  
[To be completed]

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor; (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized

by all necessary corporate or comparable action and do not contravene any provision of its \_\_\_\_\_ [insert appropriate corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws] or any law, regulation or contractual restriction binding on it or its assets; and (e) the Guarantor satisfies the Minimum Rating requirement as defined in the Agreement(s).

14. This Guaranty and the rights and obligations of the BGS-LRTP Supplier and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of Illinois. The Guarantor and Guaranteed Parties jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Parties consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Parties each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.
15. This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between the Guaranteed Parties and the Guarantor with respect to subject matter hereof. The Guaranteed Parties and the Guarantor agree that there are no conditions to the full effectiveness of this Guaranty.
16. Every provision of this Guaranty is intended to be severable. If any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.
17. If the Guarantor is a trust: no trustee of the Guarantor shall be held to any liability whatsoever for any obligation under this Guaranty, and this Guaranty shall not be



enforceable against any such trustee in their or its, his or her individual capacities or capacity; and this Guaranty shall be enforceable against the trustees of the Guarantor only as such, and every person, firm, association, trust or corporation having any claim or demand arising under this Guaranty and relating to the Guarantor or any trustee of the Guarantor shall look solely to the trust estate of the Guarantor for the payment or satisfaction thereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first written above to be effective as of the earliest effective date of any of the Agreement(s).

[GUARANTOR]

By: \_\_\_\_\_

Title:

Accepted and Agreed to:

[Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and/or Illinois Power Company d/b/a AmerenIP]

By: \_\_\_\_\_

Title:

\_\_\_\_\_ (Date)

## APPENDIX G – COMPANIES' RETAIL TARIFFS

On January 1, 2007:

- (1) The term BGS-FP Customer means a customer served under:
  - a. AmerenCILCO's Rate 1, Rate 2, Rate 7, Rate 13, Rate 22, or Rate 29;
  - b. AmerenCILCO's Rate 21 that has peak load of less than 1 MW;
  - c. AmerenCIPS' Rate 1, Rate 1I, Rate 2B, Rate 2I, Rate 5I, Rate 6I, Rate 10, Rate 11, Rate 13, Rate SC-1, or Rate SC-2;
  - d. AmerenCIPS' Rate 6T, Rate 9T, or Rate SC-3 that has peak load of less than 1 MW;
  - e. AmerenCIPS' Rate 3I or Rate 4I that has a peak load of at least 1 MW and has agreed to receive power supply from AmerenIP for at least one year;
  - f. AmerenIP's Rate 2, Rate 3, Rate 10, Rate 11, Rate 12, Rate 13, Rate 14, Rate 15, Rate 19, Rate 39, Rate 41, Rate 42, or Rate 45; or
  - g. AmerenIP's Rate SC110-Res that has peak load of less than 1 MW.
- (2) The term BGS-LFP Customer means a customer served under:
  - a. AmerenCILCO's Rate 21 or Rate 32 that has a peak load of at least 1 MW and has agreed to receive power supply from AmerenCILCO for at least one year;
  - b. AmerenCIPS' Rate 3I, Rate 4I, Rate 6T, Rate 7I, Rate 9B, Rate 9T, Rate SC-3, or Rate SC4 that has a peak load of at least 1 MW and has agreed to receive power supply from AmerenCIPS for at least one year; or
  - c. AmerenIP's Rate 8, Rate 21, Rate 22, Rate 24, Rate 26, Rate 35, or Rate SC110-Res that has a peak load of at least 1 MW and has agreed to receive power supply from AmerenIP for at least one year.
- (3) The term BGS-LRTP Customer means a customer served under:

- a. AmerenCILCO's Rate 21 or Rate 32 that has a peak load of at least 1 MW and has *not* agreed to receive power supply from AmerenCILCO for at least one year;
- b. AmerenCIPS' Rate 3I, Rate 4I, Rate 6T, Rate 7I, Rate 9B, Rate 9T, Rate SC-3, or Rate SC4 that has a peak load of at least 1 MW and has *not* agreed to receive power supply from AmerenCIPS for at least one year; or
- c. AmerenIP's Rate 8, Rate 21, Rate 22, Rate 24, Rate 26, Rate 35, or Rate SC110-Res that has a peak load of at least 1 MW and has *not* agreed to receive power supply from AmerenIP for at least one year.

From January 2, 2007 through the Termination Date:

- (1) The term BGS-FP Customer means a customer served under:
  - a. AmerenCILCO's Rider BGS or Rider RTP,
  - b. AmerenCIPS' Rider BGS or Rider RTP, or
  - c. AmerenIP's Rider BGS or Rider RTP.
- (2) The term BGS-LFP Customer means a customer served under:
  - a. AmerenCILCO's Rider BGS-L,
  - b. AmerenCIPS' Rider BGS-L, or
  - c. AmerenIP's Rider BGS-L.
- (3) The term BGS-LRTP Customer means a customer served under:
  - a. AmerenCILCO's Rider RTP-L,
  - b. AmerenCIPS' Rider RTP-L, or
  - c. AmerenIP's Rider RTP-L.